

Exhibit 1

18-2-01010-37
CMP 3
Complaint
3127857



SCANNED

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FILED
COUNTY CLERK

2018 MAY 17 P 2:23

WHATCOM COUNTY
WASHINGTON

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR WHATCOM COUNTY

ROBERT VANDENBOSCH,
and all persons similarly situated

Plaintiff,

vs

City of Bellingham, a subdivision
of the State of Washington and
Alliance One, a Washington
Corporation

Defendants.

No. 18 2 01010 37

COMPLAINT

COMES NOW the plaintiff, ROBERT VANDENBOSCH, by and through his attorney, WILLIAM JOHNSTON, and alleges the following against defendant City of Bellingham, a subdivision of the State of Washington and Alliance One, a Washington State corporation.

PARTIES AND JURISDICTION

1.1 The Plaintiff, Robert Vandenbosch, is a citizen of Whatcom County, Washington.

COMPLAINT FOR DAMAGES
AND CLASS ACTION RELIEF-

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- 1.2 The City of Bellingham is a subdivision of the State of Washington; the Bellingham Municipal Court is one of the components of the City of Bellingham;
- 1.3 Alliance One is a Washington corporation; it is a business, which collects debts and interest on debts.
- 1.4 Alliance One is licensed under Washington statutes, which affects the right to be a collection agency.

II. FACTS AND CIRCUMSTANCES

- 2.1 The Bellingham Municipal Court at some time made an arrangement with Alliance One for Alliance One to collect the fines and probation fees owed by persons who have been convicted of crimes in the Bellingham Municipal Court and have been ordered pursuant to judgments entered against them to pay fines and probation fees and other financial penalties incorporated in judgments entered by the Bellingham Municipal Court.
- 2.2 On July 11, 2017 Robert Vandebosch was sentenced on a DUI conviction and fined 5 years of probation at \$100 a month; \$100 booking fee, \$43 fee? \$200 DUI breath test, \$102.50 traffic, fine \$850.50. All of this totaled total \$7296.00. Attached is a copy of the billing information provided by Alliance One when requested to provide the same by plaintiff counsel.
- 2.3 Vandebosch's obligation to pay probation fees at a rate of \$100 per month for reasons unknown to plaintiff's counsel was reduced to \$6,000 as of the day of sentencing accruing interest on the \$6,000 principal that was not yet due and owing.
- 2.4 The decision of the Bellingham Municipal Court personnel transformed the obligation of defendant to pay as if he had signed a \$6,000 promissory note at a specified interest rate with payment due

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each month at a monthly rate of \$100 a month, missed the first payment and the creditor, here the Bellingham Municipal Court and its agent Alliance One, accelerated the note making it all due and payable immediately and the interest would apply to the accelerated balance.

2.5 Plaintiff counsel believes this to be a standard practice employed by the Bellingham Municipal Court, which is applied to all persons convicted of crimes in the Bellingham Municipal Court and ordered to submit to probation and pay its attendant costs. For this reason plaintiff seeks to certify as a class all persons similarly situated to plaintiff and suffering from the same miscalculation of the monies owed to pay for probation costs.

2.6 The transformation and calculation of plaintiff's obligation to pay probation at a rate of \$100 a month to be determined to be an obligation to pay \$6,000 payable and owed as of July 17, 2017 is a mistake and huge overcharge. The obligation to pay probation costs vests upon use of probation. If a person prepays the entire amount but dies after two months, the balance of unused probation time must be rebated to avoid unjust enrichment. The Personal Representative of the estate of the decedent or creditors of the estate can sue for a rebate.

2.7 Said practice described herein above is illegal, excessive and in violation of the Washington Consumer Protection Act consumer and usury statutes; plaintiff's claims relief under said statutes applicable and any available remedies including trebling of damages, if applicable, costs and reasonable attorney fees.

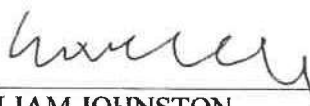
2.8 Said practice also violates 42 USC 1983 because the Bellingham Municipal Court is engaging in depriving all person sentenced by the Bellingham Municipal Court to extended periods of probation of property in violation of their rights under the 5th and 14th amendments and the person so directing the excessive payments of interest are acting under color of state law.

2.9 Plaintiff also claims right to punitive damages for such careless and systemic violation of the constitutional rights of American citizens.

WHEREFORE, plaintiffs pray for the following relief:

1. For judgment of liability against the defendants;
2. For an injunction directing the Bellingham Municipal Court to cease and desist from its present policy of reducing all probation monthly obligations to pay probation costs to a lump sum figure calculated on the day of sentencing.
3. For an award of damages allowed under the law including Consumer Protection Act violations, usury, and 42 USC 1983 including punitive damages, attorney fees and costs.

17th
Dated this 18th day of May, 2018



WILLIAM JOHNSTON
Attorney for Plaintiff